

Exhibit

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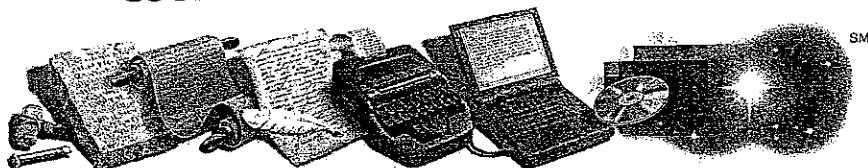
IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

)
BBG COMMUNICATIONS, INC.)
)
)
vs.) Case No. 2:03-CV-227
) (WARD)
)
NETWORK COMMUNICATIONS INTERNATIONAL)
CORPORATION, WILLIAM POPE, JAY)
WALTERS, and JEFFREY WALTERS.)
)
)

DEPOSITION OF GREGORIO GALICOT
SAN DIEGO, CALIFORNIA
MAY 24, 2004

REPORTED BY LAURA J. BOLLSCHWEILER, RPR, CSR NO. 10500

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1 A. Out of the top of my head, right now, this
2 instance, no. But if I had more time, I could probably
3 think of an instance.

12:4

4 Q. Do you remember any instance where NCIC has
5 taken business away from BBG?

6 A. Yes. Yes.

7 Q. Where?

8 A. Basically, the truth of the matter is that I
9 don't know if it's NCIC directly or not NCIC. So I don't
10 want to characterize something which I am not 100 percent
11 sure.

12:4

12 Q. So you can't tell me with any degree of
13 confidence of any instance where NCIC has taken business
14 away from BBG?

15 A. Well, I believe that NCIC has taken business
16 from BBG in Mexico with paying off operators from exclusive
17 contracts from BBG. I believe that.

12:4

18 Q. Any other instances where NCIC has taken
19 traffic from BBG?

20 A. I believe that NCIC has taken traffic routing
21 stickers in Italy from BBG, without having a contract while
22 BBG having an exclusive agreement.

23 Q. Any other instances that you think NCIC has
24 obtained traffic on its own behalf which has resulted in
25 traffic being diverted from BBG?

12:4

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2 that a customer called and said that NCIC -- that a guest
3 complained about a charge that was sent to NCIC and I also
4 know that NCIC had no business in the Atlantis. There is
5 no other explanation to me why this lady would call
6 using -- contacting the operator in the hotel and the call
7 being billed by NCIC. 12:5

8 BY MR. HARPER:

9 Q. What NCIC officer, director, or employee or
10 authorized representative is placing stickers on phones?

11 A. I don't know who are the directors, employees,
12 et cetera, et cetera, et cetera that are from NCIC. I know 12:5
13 that NCIC has agents and I know that NCIC knows about the
14 sticker business and I know that I've advised NCIC to
15 please stop stickering and I know that the issue continues
16 to be an issue. That's what I know. I personally sent
17 e-mails to Bill Pope to please stop stickering from numbers
18 that are known numbers billed by NCIC, and activity hasn't
19 stopped.

20 Q. You've given Mr. Pope the names of all the 12:5
21 NCIC representatives that you claim are stickering?

22 A. I don't need to give them because he knows who
23 he receives the traffic from. I've sent him the phone
24 bills. He can check the billed to numbers. He can know
25 exactly who handled that traffic and he can shut it down if

2 Q. Can you give me any specifics about any NCIC
3 representative stickering?

4 MS. WOJCIECHOWSKI: Objection as to form.

5 THE WITNESS: I don't know who would be
6 considered legally an NCIC representative or not. 12:5

7 BY MR. HARPER:

8 Q. Who do you think is stickering from NCIC?

9 A. I know that Michael Stomps put stickers, for
10 example.

11 Q. Yes, sir. Michael Stomps is no longer with
12 NCIC.

13 A. While he was sending his traffic to NCIC, I
14 know that Michael Stomps put stickers. Illegal stickers.

15 Q. Did you consider him to be an authorized
16 representative of NCIC? 12:5

17 MS. WOJCIECHOWSKI: Object as to form.

18 THE WITNESS: I always considered him to have
19 his own company.

20 BY MR. HARPER:

21 Q. That's what I was going to ask. Was Mr.
22 Stomps working for NCIC when he was stickering?

23 A. He was sending his traffic to NCIC. I don't
24 know how NCIC -- I know that NCIC knew about it, but I
25 don't know if he was considered -- my understanding of Mr.

2 Q. When Mr. Stomps was out stickering, as you say 12:5
3 he was, was he working for NCIC or was he working for his
4 company?

5 MS. WOJCIECHOWSKI: Object as to form.

6 THE WITNESS: What company is that?

7 BY MR. HARPER:

8 Q. You're familiar with it. I've got the same
9 question. I don't know what company Mr. Stomps works for,
10 but you apparently have satisfied yourself he has a
11 company.

12 A. Yes, he does. He has a company, to my
13 understanding.

14 Q. Was he working for that company or was he 12:5
15 working for NCIC when he was stickering?

16 MS. WOJCIECHOWSKI: Object as to form.

17 THE WITNESS: He was sending traffic to NCIC
18 at that moment.

19 BY MR. HARPER:

20 Q. Are you saying he was working for NCIC when he
21 was stickering?

22 A. No. I'm saying he was sending his traffic to
23 NCIC.

24 Q. What person working for NCIC has engaged in
25 stickering that you complain about in this lawsuit? Can

1 you name a single one?

2 A. I don't know everybody that works for NCIC. I
3 could name people, but it would be -- it would be
4 inappropriate for me to be naming people without having all
5 the knowledge of what is their status with NCIC. But I do
6 know that I informed Mr. Pope that I was getting stickers.
7 The stickers were billed by NCIC. He knew about it and he
8 did not do anything about it.

12:5

9 Q. Is BBG applying these stickers that it's
10 complaining about?

11 A. Is BBG applying what stickers?

12 Q. The stickers that you've been writing Mr. Pope
13 about, are you applying those stickers yourself?

14 A. What does that mean?

12:5

15 Q. I'm asking you if your company is applying the
16 stickers that you're complaining about?

17 A. I don't understand your question.

18 Q. Yes, sir. Just listen. Is BBG applying
19 stickers to phones, taking pictures of them, and then
20 complaining to Mr. Pope?

21 A. One more time because I honestly don't know
22 what you're saying.

23 Q. Okay.

24 A. Can you be specific?

25 Q. Sure.

111

1 A. Than you.

2 Q. I can be specific.

3 A. I'll be very specific also, the best that I

4 can.

5 Q. Is BBG applying stickers to telephones and
6 taking photographs of them and complaining that NCIC in
7 fact is responsible for applying those stickers to the
8 phones?

12:5

9 A. Which stickers are you referring to?

10 Q. The ones that you're referring to in the
11 e-mails.

12 A. The illegal stickers being placed by NCIC? Is
13 that what you're referring to?

14 Q. The ones that you claim are from NCIC, yes,
15 sir.

16 A. BBG has an authorized account with Telecom
17 Italia exclusive for having our advertisement in the
18 Telecom Italia pay phones and for many years, NCIC has
19 redirected traffic from Telecom Italia pay phones to NCIC
20 operator centers. There is a known fact and we have for a
21 long time of this activity happening.

12:5

22 Q. Who's doing this?

23 A. I know of a few people, but I think NCIC would
24 know better than me.

25 Q. Will you tell us what you know? Who from NCIC

112

2 A. I don't want to characterize as to the 12:5

3 particular people because I don't know what is the
4 relationship between that people and NCIC.

5 Q. If you think they have a relationship with
6 NCIC, tell us who they are. I just want to know who the
7 people are engaged in this improper activity.

8 A. I know they have a relationship with NCIC.

9 Q. Who are they?

10 A. Because NCIC billed the calls. I informed
11 Bill Pope of this activity, and there was no action taken.
12 I know they are profiting from this illegal activity.

13 Q. Okay, Mr. Galicot. I know you want to stop
14 this activity, so just tell us who it is so we can look 12:5
15 into this.

16 A. Many people.

17 Q. Tell us who they are.

18 A. I know that Mission Communications has been in
19 the sticker business. I know Vicencio Cuomo, which I
20 believe he's an employee or very much close to NCIC also is
21 another sticker person. And I know NCIC has been putting
22 stickers for a long time.

23 Q. Okay. You've told me about Mission 12:5
24 Communications and Mr. Cuomo. Anybody else?

25 A. I cannot name more because I don't remember at

2 Q. Has BBG ever engaged in unlawful stickering?

3 MS. WOJCIECHOWSKI: Objection as to form.

4 THE WITNESS: We have engaged in lawful, legal
5 stickering. BBG does not engage in illegal stickering.

6 BY MR. HARPER:

7 Q. Yes, sir. The question was has BBG ever 13:0
8 engaged in unlawful stickering?

9 MS. WOJCIECHOWSKI: Objection as to form.

10 THE WITNESS: To the best of my knowledge, no.

11 BY MR. HARPER:

12 Q. Has BBG ever paid off operators?

13 A. When you say "paid off," what do you mean?

14 Q. I mean engaged in the system of offering
15 operators money to circumvent existing contracts and direct
16 traffic to BBG.

17 A. No.

18 Q. Has BBG ever paid Telco employees to direct
19 business to BBG?

20 A. Telco employees to direct business to BBG? 13:0

21 Q. Yes, sir.

22 A. No.

23 Q. Has BBG made any payments to any
24 representative of the Italian telephone company?

25 A. No.

2 I'm not sure.

3 Q. Have you checked to see if AT&T has a Better
4 Business Bureau report in San Diego?

5 A. I've check some competitors' Better Business
6 Bureaus. I don't think I've checked AT&T's because they
7 have local AT&T offices all over the country so it's kind
8 of difficult to know where complaints would go with regards
9 to international services. They have so many offices
10 everywhere that maybe they're diluted throughout the
11 country.

14:2

12 Q. Before the break, I was asking you questions
13 about the appearance of all these stickers suddenly in
14 Italy and other places that you brought to Mr. Pope's
15 attention. And maybe I'm wrong, but I got the impression
16 that this is a new development. Is this a new development?

17 A. Absolutely not.

18 Q. This is something that's been going on by your
19 competitors for years and years?

14:2

20 A. Many years.

21 Q. Has NCIC been engaged in this type of
22 nefarious activity over the years?

23 A. Yes.

24 Q. What have you done about it in the past before
25 you had the lawsuit pending?

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1 A. Basically, the lawsuit is one action we're
2 taking. The other thing we've hired -- we are not a
3 litigious company and we've always tried to not do
4 litigation. I don't know exactly from when NCIC began to 14:2
5 specifically start this sticker activity. We are
6 investigating that. So I was not sure that NCIC was the
7 company that was the one from the very beginning that was
8 doing this. But I do know they have agents from before
9 this lawsuit that were working for NCIC and putting
10 stickers on top of our authorized publicity in Telecom 14:2
11 Italia.

12 Q. Those would be your agents?

13 A. Vicencio Cuomo, for example, he's an agent of
14 NCIC or an agent, I don't know his exact position in the
15 company. But I know that from before this litigation, that
16 gentleman has been placing stickers on top of our phones in
17 order to redirect the traffic to NCIC. I don't know when
18 the activities began.

19 Q. So let me understand your testimony. Are you
20 saying that NCIC has been engaged in unlawful stickering
21 for years? Is that your testimony? 14:2

22 A. I don't know from which date. I cannot
23 testify toward that. I know that Vicencio Cuomo prior to
24 this litigation has been doing illegal stickering.

25 Q. When is the first time you wrote Mr. Pope

2 A. What we tried to do, we took -- the first time
3 I wrote Mr. Pope -- I don't recall if I ever wrote Mr. Pope
4 prior to communications within the last six months. 14:2

5 Q. That's my question. When was the first time
6 you wrote Mr. Pope?

7 A. I don't recall. I don't recall when was the
8 first time.

9 Q. How many times have you written him in the
10 past year?

11 A. Well, in the past year, I have not written him
12 too much because we've been in pending litigation and I
13 haven't felt comfortable to write to him. But I decided
14 that -- to start writing him because even though he knows
15 what's going on, he seems not to care. 14:2

16 Q. Mr. Pope knows about illegal stickering?

17 A. Yes.

18 Q. And how do you conclude that he knows about
19 illegal stickering?

20 A. Because I told him. That's one of the
21 reasons. I told him directly. And also -- and also
22 Mission Communications -- I know that Michael Stomps
23 engaged in illegal stickering, for example, and was sending
24 the traffic to NCIC and I believe Mr. Pope was aware of
25 that. 14:2

1 Q. That Michael Stomps had been doing that?

2 A. Yes.

3 Q. And so that's not the kind of agent that you
4 would want associated with your business, right?

5 MS. WOJCIECHOWSKI: Object as to form.

6 THE WITNESS: I was not aware that he was
7 doing that prior to this litigation and Michael does not
8 engage in that since he's been an exclusive agent for BBG.

9 BY MR. HARPER:

10 Q. How did you address that with Michael? 14:3

11 A. We didn't address it directly -- actually, we
12 have addressed it. I've told him that we don't want to
13 engage --

14 (Interruption in proceedings.)

15 MS. WOJCIECHOWSKI: Off the record for a
16 moment.

17 THE VIDEOGRAPHER: Off the record. The time
18 is now 2:30 p.m.

19 (Recess.)

20 THE VIDEOGRAPHER: On the record. The time is 14:3
21 now 2:32 p.m.

22 Counsel?

23 BY MR. HARPER:

24 Q. What unlawful stickering did Bill Pope know
25 about and approve of?

1 A. Mich .1 Stomps told me that he knew about the
2 stickering.

3 Q. What stickering?

4 A. The stickering that he did.

5 Q. Setting that aside for just a moment, what
6 unlawful stickering that you complain of in this lawsuit
7 did Bill Pope know about and approve it? 14:3

8 A. I sent him an e-mail. I sent him a few
9 e-mails, actually. And we did test calls from Italy from
10 stickers that were placed on top of our approved,
11 authorized, legal stickers from Telecom Italia on our
12 exclusive contract. And we took pictures of these illegal
13 stickers. We reported them to Mr. Pope to see if he would
14 take some action. He did not.

15 Q. How do you know?

16 A. Because the numbers were still working. 14:3

17 Q. How do you know?

18 A. Because the numbers were -- I don't know until
19 today. I haven't received a report today.

20 Q. How do you know Mr. Pope didn't go to law
21 enforcement officials in Italy and report this?

22 MS. WOJCIECHOWSKI: Objection as to form.

23 THE WITNESS: Maybe he did. But I don't think
24 this has gone to Italy for anything. It's very clear that
25 I sent him an e-mail and pictures.

1 BY MR. HARPER:

2 Q. This is not responsive to any question. I'm
3 not here to argue with you, sir. I'm just here to ask you
4 questions.

14:3

5 A. How do I know he did not go to law enforcement
6 officials in Italy? I think it would be ridiculous that he
7 might have.

8 Q. Why would it be ridiculous? Isn't this a
9 serious matter?

10 A. If he knows what's going on, he's not going to
11 report himself, is he?

12 Q. You would think not, would you?

13 A. I don't think that would make sense.

14 Q. Wouldn't it make sense that somebody ought to
15 report this to law enforcement?

16 MS. WOJCIECHOWSKI: Object as to form.

17 THE WITNESS: I'm not here to say what law
18 enforcement is interested in addressing. We have reported
19 incidents to law enforcement.

14:3

20 BY MR. HARPER:

21 Q. Have you reported this illegal stickering to
22 law enforcement?

23 A. We have reported the illegal stickering to law
24 enforcement? I'm not sure. Probably.

25 Q. Who would do that? Who would have done that?

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1 A. Probably our local agents in Italy.

2 Q. Who makes arrangements for your company to
3 have printers print stickers for phones?

4 MS. WOJCIECHOWSKI: Object as to form.

5 THE WITNESS: One more time?

6 BY MR. HARPER:

7 Q. How is the process of having stickers printed 14:3
8 handled by your firm?

9 A. Depends. Some people produce the -- when
10 you're talking about the stickers, you are talking about
11 the authorized stickers that we present for Telecom Italia,
12 for example, where do we print them?

13 Q. Yes, sir.

14 A. I'm not sure.

15 Q. Are they printed locally in Italy?

16 A. I'm not sure if we print them locally or if we 14:3
17 print them in our in-house marketing department.

18 Q. Who is in your in-house marketing department?

19 A. It's a group of people that print things.

20 Q. Who are they?

21 A. It's actually a company that -- I don't know
22 the name of the company. It's a third-party company.

23 Q. Who supervises that area?

24 A. David Franco.

25 Q. Would Mr. Franco be familiar with the stickers

1 that have been authorized and printed by your company in

14:3

2 the last six months?

3 A. Maybe if they were printed in our office, he
4 might have.

5 Q. Who would be knowledgeable about stickers
6 printed at your request for use in Italy?

7 A. In Italy? I don't think we printed any
8 stickers for Italy because we printed a batch of like
9 100,000 or something like that. I'm not the correct person
10 to answer the specific of how many stickers and where we
11 printed them.

12 Q. Have you seen -- Eric, for the record, I'm
13 unfolding a map that's not produced here, but have you seen
14 maps such as the map that I'm holding up for you here?

14:3

15 A. It's too far for me to see. If you share.

16 Q. I'll share. With advertisements such as up
17 here in the corner for 800 numbers international calls?

14:3

18 A. What's your question?

19 Q. Have you seen these types of maps used?

20 A. This particular one, no.

21 Q. Have you seen maps using this particular form
22 of advertising, tourist maps?

23 A. I believe I have.

24 Q. Do you happen to know the costs associated
25 with having something like that published and distributed?

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1 A. No.

2 Q. Does it make sense to you that someone would
3 go to the expense of having these types of maps printed and
4 then putting stickers on phones to have the phone taken out
5 of business or risk that phone being taken out of business?

14:3

6 MS. WOJCIECHOWSKI: Objection as to form.

7 THE WITNESS: What's your question?

8 BY MR. HARPER:

9 Q. The question is does it make sense to you that
10 somebody would go to the expense of having this type of
11 advertising done and then engage in unlawful stickering and
12 run the risk of having the phones being disconnected?

13 MS. WOJCIECHOWSKI: Object as to form.

14:3

14 THE WITNESS: I don't understand your
15 question. Can you repeat for me one more time?

16 BY MR. HARPER:

17 Q. Is -- engaging in unlawful stickering, you can
18 have your phone number disconnected and inactivated,
19 correct?

20 A. In Italy, very seldom. They're very -- they
21 didn't disconnect too many numbers in Italy, in particular.

22 Q. Do reputable phone companies disconnect
23 numbers that are engaged in unlawful stickering?

24 A. I consider Telecom Italia very reputable and
25 they're very concerned about disconnecting numbers. Most

14:3

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1 other European companies, they do disconnect the numbers.

2 But in Italy, they seldom disconnect the numbers.

3 Q. Who in Italy first noticed these unlawful
4 stickers?

5 MS. WOJCIECHOWSKI: Object to form.

6 THE WITNESS: I don't understand your
7 question.

8 BY MR. HARPER:

9 Q. How did this stickering come to your attention
10 in Italy?

11 A. When, how, what? I don't understand your
12 question. 14:3

13 Q. From what person did this stickering -- what
14 person brought this stickering to your attention in Italy?

15 A. It has been known stickering had been placed
16 in our phones. That's why we hired a big staff of people
17 just to maintain and clean the phones.

18 Q. How and when did a complaint come to your
19 attention that caused you to believe that NCIC was engaged
20 in stickering in Italy? 14:3

21 A. We've been doing test calls for the last year.

22 Q. This has been going on for a year?

23 A. Probably. Probably more. And we have tried
24 to stop it by hiring people, cleaning phones. Because like
25 I said, we're not a very litigious company but it has come

1 to a point where we have no other choice.

2 Q. Who is the person with BBG who is most
3 knowledgeable about this so-called illegal stickering in
4 Italy?

14:3

5 A. Probably me.

6 Q. Have you been over there to see any of this?

7 A. I've been in Italy, yes.

8 Q. When is the last time you went over there?

9 A. Probably last year.

10 Q. When?

11 A. I don't remember the dates. I can check.

12 Q. What month?

13 A. I don't remember the month.

14 Q. What season?

15 A. Huh?

16 Q. What season?

17 A. What season?

14:3

18 Q. Yes. You know, fall, winter, summer, autumn.

19 A. I don't remember the exact time. I don't know
20 the exact date or exact time. I know it was last year for
21 sure.

22 Q. Beginning of the year, end of the year?

23 A. Not sure.

24 Q. What sort of services does BBG perform for

25 Telecom Italia?

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1 calling card calls from pay phones in Greece to locations
2 outside Greece from the pay phones.

3 Q. Did BBG have traffic in Italy prior to the
4 contract with Telecom Italia?

5 A. I believe so.

6 Q. And to whom was that contract with?

7 A. We've always been doing business with hotels. 14:4

8 Q. What about with Betel, did you have a contract
9 with Betel?

10 A. I don't know.

11 Q. What about GCL?

12 A. GCL and Betel were formed to get maintenance
13 crews of cleaning, specifically because of what you
14 mentioned of cutting of the numbers. Since Telecom Italia
15 is not too happy about cutting numbers, we've had to invest
16 significant amount of money in cleaning crews in order to
17 take off stickers from pay phones that are unauthorized
18 placed in telephones where BBG has exclusive contracts. 14:4

19 Q. Do you also have them place your own signage
20 on those phones?

21 A. I'm not sure if Telecom Italia -- I think we
22 replaced some of the signage, but I think Telecom Italia --
23 I'm not too sure.

24 Q. Are those crews, those people that keep the
25 phones clean and keep the signage up, are they paid on a 14:4

1 out of anger, a list of issues maligning BBG. And I know
2 that he obtained or I believe that he obtained that e-mail
3 of that gentleman through -- through the bbgcom.com 17:3
4 information. That caused that that gentleman did not have
5 a good perception of BBG and did not want to work with BBG
6 leading to BBG not obtaining the agreement with Starwood.

7 There are many others such as the interference
8 on agreements such as the Wyndham in Aruba. And there's a 17:3
9 lot of instances, for example, in the Atlantis, after NCIC
10 was unsuccessful of obtaining the business with Atlantis
11 Paradise Island in Bahamas, they began a campaign of
12 stealing our traffic from our operators. There are many 17:3
13 ongoing investigations into the operator situation which
14 since I don't have all the information currently, I would
15 not like to talk about them at the moment.

16 Also, NCIC has ignored while hiding knowledge
17 of illegal stickering into exclusive contracts of BBG and
18 causing us a great deal of financial damage by stealing our 17:3
19 traffic as well as causing us huge maintenance costs. I
20 mean, that -- there are many more, but that's all I have
21 from the top of my head.

22 Q. All right. First one, Austria Telekom. This
23 is a contract that BBG in fact secured?

24 A. Yes, sir.

25 Q. At the time of the alleged interference, BBG 17:3

Exhibit

G

From: Harper <harper@mmw-law.com>
To: <TWojciechowski@sheppardmullin.com>
Date: 7/6/04 8:23AM
Subject: Re: IMMEDIATE RESPONSE REQUESTED

If you claim to have any such new information, you need to supplement your discovery response to tell us about it. Moreover, Gregorio's e-mails to Bill about alleged unlawful stickering do not constitute any such disclosure. I have assumed that if there were any truth to his e-mail claims, we would be receiving information in discovery about them. I trust that Gregorio is unwilling to provide such claims under oath or he would have done so. If you felt that such stickering was really going on and that we could help prevent it, meaningful disclosure of it through discovery would be a start. Or would that suit your objectives?

>>> Tawnya Wojciechowski <TWojciechowski@sheppardmullin.com> 07/05/04 10:52AM >>>
Dear Jerry and Sharon,

We have asked you to receive a copy of the master account list since the deposition of Luisa Cardenas in March. We need this listing for our deposition this Friday, and demand that it be turned over immediately. I have also asked you for convenient dates for the individuals we have been noticing for depositions, which we had agreed at the hearing could take place July 21-23 and 28-30. We have been attempting to both obtain necessary documents and set depositions at convenient times, without the necessity of going to the Court, over, and over, and over.

Where are the documents you promised to provide us that were laid out in my chart discussed with Ms. Small at the hearing? To date, nothing has been produced, and from your email below, not believed to be promptly forthcoming. Please provide the documents we have requested of you and that you have agreed to provide, posthaste. We need these documents in order to schedule the depositions that we have had to reschedule several times as a result of your client's refusal to turn over such documents.

Further, my message this weekend requesting an immediate response was not related to depositions, but rather is the result of newly discovered information this week concerning your client's blatant infringement of our client's trademark on counterfeit stickers found placed on Telcom Italia (TI) payphones. Unlike yourself, we are giving you an opportunity to conduct an immediate investigation prior to filing a motion for a temporary restraining order and OSC re: preliminary injunction to immediately restrain such illegal activities. Our investigation has determined that your client continues to engage in its complicity to carry illegal sticker traffic from public payphones in Italy, as we have discovered in this litigation it has done for the past several years.

Now, we have found not only is your client and its agents continuing to sticker over BBG's contracted telephones with TI despite its direct knowledge of BBG's exclusive contractual relationship with TI, and TI's specific demand that NCIC not engage in illegal stickering of its phones, but it is using counterfeit stickers bearing BBG's logo, and TI's authorization statement, to carry such traffic. We demand your immediate response to our questions concerning such illegal activities. Absent an immediate and meaningful response to our inquiry, we shall move the court for an injunction.

Tawnya

TRANSMITTED VIA EMAIL AND FAX

This message is sent by a law firm and may contain information that is privileged or confidential.
If you received this transmission in error, please notify the sender by reply e-mail and delete the message
and any attachments.
Sheppard, Mullin, Richter & Hampton LLP
Please visit our website at www.sheppardmullin.com

Exhibit

H

From: Harper <harper@mmw-law.com>
To: <tawnya@sheppardmullin.com>
Date: 7/12/04 10:21AM
Subject: Re: Stickering

Tawnya, you recently suggested that you have "new evidence" on stickering which necessitated IMMEDIATE supplemental responses from us. I pointed out that (1) Such new evidence, if any, was required to be disclosed to us in prior discovery responses and (2) Gregorio's e-mail messages to Bill over the last several months should be presented to us in such discovery responses as well, under oath, if those reports have a good faith basis. I need to hear your response to this request, please. Thanks.

CC: <eric@albrittonlawfirm.com>, <bwslawfirm.com.sstevens@eric>, <internet>

Exhibit

I

Jerald R. Harper, PLC
A Professional Law Corporation
504 Texas Street, Suite 405
Shreveport, LA 71101
(318) 221-1004
(318) 221-0008 Fax
harper@mmw-law.com

July 21, 2004

Mr. Gregory P. Love

Via Facsimile No. 903-657-6108

Re: *NCIC VS. BBG, ET AL*

Dear Greg:

Please allow me to give you an outline of the outstanding discovery items which need attention, from NCIC's point of view. I would like to provide this to you in connection with our telephone conference scheduled this afternoon.

As you will note, the first three items represent issues which have been raised by NCIC since the inception of the litigation and which have never been resolved. We view these first three items (as well as the damages issue referred to in yesterday's e-mail) as being matters which we must either between counsel or, upon application to the court. There is simply no way for us to properly prepare for the trial of this case without addressing these issues. This is not to under emphasize the importance of any other matters, but rather, to emphasize that we have been trying for almost a year to take discovery on these fundamental issues without success.

1. Depositions of BBG's exclusive, independent agents.

As you know, BBG has insisted that we make NCIC's and Blue Phones' non-exclusive agents, as well as members of the Walters family available for deposition without compulsory process. We have done so in an effort to cooperate and to reduce the unnecessary effort and expense on behalf of all parties. We must insist that BBG do the same. We are well aware that BBG can make the Alexievs available for depositions and request, once again, that they do so. We are willing to take these depositions in Prague, if necessary. Please note that not only are the Alexievs exclusive independent agents of BBG, for whom BBG will be providing a defense, but the Alexievs have in the past waived service of process, upon virtually no notice, upon the request of BBG. We have been attempting to serve the Alexievs at great expense under the Hague Convention for twelve months. It is now time for BBG to ask these agents to present themselves for depositions either in their home country or in the State of Texas. Incidentally, we have produced documents whereby the

Mr. Gregory P. Love
July 21, 2004
Page 2

Alexievs have agreed to jurisdiction in the State of Texas for purposes of any controversy with NCIC, so no objection on that basis is appropriate. We ask that you give us your full cooperation in making these witnesses available or to promptly tell us that you will not do so that we may seek the court's assistance.

2. Depositions with respect to the events of May 15 and May 16.

As you are no doubt aware, the law firm of Sheppard, Mullin was involved in the process of the hiring of our agents, the receipt of confidential NCIC documentation and information, and, decisions on when and how to make my clients aware that their agents/fiduciaries were working in direct competition with them. Mr. Gumpel and other unknown attorneys at that law firm were involved in this process, none of the facts which are protected by any privilege of which I am aware. Moreover, I am unaware of any legal authority that grants immunity to lawyers participating in such activities where the effort is to render knowing assistance to a business tort.

We have attempted to learn the specifics of the events of May 15 and May 16 from both Gregorio Galicot and Rafael Galicot, but despite numerous questions, Messrs. Galicot cannot recall significant aspects of these events. Indeed, they cannot even recall all of the participants, times and places of meetings, nor even the names of the Sheppard, Mullin lawyers who were present, much less the substance of communications occurring thereafter. Also, significantly, no one has been able to testify with any precision the date(s) when Rafael Galicot was made aware of an alleged interception of BBG e-mails or the date on which counsel was first sought with respect to these matters. As all litigants are aware, the timing of these issues is of critical importance in any good faith claim of work product privilege by BBG. Unquestionably, BBG has benefitted by the ambiguity involved in this issue by attempting to impose a work product privilege on all matters since May 15. Equally obvious, is that the work product privilege is unavailable and unavailing to BBG until some date three to four weeks, at a minimum, thereafter. We have repeatedly asked Sheppard, Mullin to give us a proposed stipulation of the events occurring on May 15 and May 16 to which we have never had a response. In view of (i) the Galicots inability to testify about these matters; (ii) the inability to take the depositions of the Alexievs who were present for such meetings, we apparently have had no recourse except to insist upon either obtaining a stipulation from the other witnesses (Sheppard, Mullin) or to take depositions of the Sheppard, Mullin attorneys who were involved in this process. Obviously, we do not want to resort to the latter unless it is absolutely necessary. Please help us resolve this matter. We also note that the depositions of the Alexievs could possibly help alleviate this problem.

Mr. Gregory P. Love

July 21, 2004

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3. AEO designations.

As you know, the first ten months of this litigation BBG designated thousands of documents (including NCIC's own e-mails) as "Attorneys Eyes Only" and redacted a number of those documents. Just prior to the hearing on our Motion to Compel, BBG undesignated a substantial number of them but hundreds remain designated, including many contracts which form the basis of BBG's damage claims. If you recall, Judge Ward referred to the fact that these contracts would necessarily form the basis of damage claims and expert opinions and would be required to be produced. We do not understand why BBG has continued to insist on the AEO designation for these documents or, for that matter, the others. We sent you correspondence yesterday undesignating all NCIC production from AEO status. In an effort to show our good faith attempts to move discovery forward, we do so unilaterally. We asked that BBG respond in kind to allow us to prepare this matter for trial with the understanding that a protective order is in place which should adequately protect all parties from any misuse of information exchanged herein, much of which has been improperly overdesignated from the beginning of the case. Please give this matter your serious consideration.

4. Damage discovery.

Please see my e-mail correspondence of yesterday and BBG's responses to the damages. If BBG has a damage claim, we need to know the complete factual basis for that claim, as I am sure you can understand.

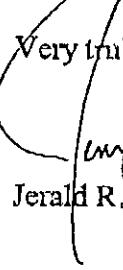
5. We would like to take the depositions of Berlin Key, Cynthia Soto, Keven Watt, Jorge Marcari and BBG's attorney in connection with the Soto matter, as described in the deposition transcript of Rafael and Gregorio Galicot.

6. We reached an agreement with counsel for BBG early in this litigation to allow the electronically stored records of both companies to be inspected by a mutually agreeable, independent third-party. After this agreement was reached, BBG inexplicably withdrew its consent to this arrangement. Both parties have asked for complete access to call detail records, and we are agreeable to doing so on this basis. In this manner, BBG can have full access to our call detail records through the independent third-party and NCIC will have the same. Please let me know whether this is agreeable so that both parties may have equal access to one another's detail records.

Mr. Gregory P. Love
July 21, 2004
Page 4

7. We sent a Request for Production of Documents to Tawnya several weeks ago and she responded by letter stating, in essence, that none of the requests were relevant. Please respond fully to each of these requests, without delay. If there is any good faith issues about the relevance of any of these requests, I will be pleased to take it up with you at your convenience.
8. If BBG believes it has claims arising out of stickerizing or alleged bribing of operators, they need to provide supplemental discovery responses at once. As you know, we have had numerous complaints from BBG about alleged misconduct on these matters but no details (and certainly none under oath as requested in my prior e-mails).

Very truly yours,


Jerald R. Harper

JRH:md

cc: Ms. Tawnya R. Wojciechowski (via Facsimile No. 714/513-5130)
Ms. Sharon Small (via facsimile - 903-597-2413)
Mr. Eric Albritton (via facsimile - 903-758-7397)
Mr. Scott E. Stevens (via facsimile - 903-238-9704)
Mr. William Pope, Mr. Jay Walters and Mr. Jeff Walters (via facsimile - 903-757-4899)
Ms. Javan Johnson (via facsimile - 903-238-8276)

Exhibit

J



A PROFESSIONAL CORPORATION

Sharon Small

ATTORNEYS AND COUNSELORS AT LAW

Direct dial: 903-510-5273
Email: sharons@rameyflock.com

July 22, 2004

Tawnya Wojciechowski
SHEPPARD, MULLIN, RICHTER
& HAMPTON, LLP
650 Town Center Dr., 4th Floor
Costa Mesa, CA 92626
VIA FACSIMILE

RE: No. 2:03-CV-227; *BBG Communications, Inc. v. Network Communications International Corp., et al*

Dear Tawnya:

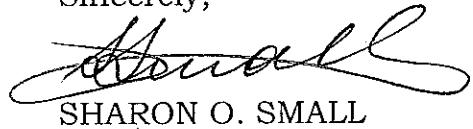
On July 6, 2004, you sent Jerry and me an email regarding "newly discovered information" regarding NCIC and its agents' alleged "stickering" of BBG's phones in Italy. Despite our repeated inquiries to you, however, you have failed to provide us with this newly discovered evidence or with supplemental discovery responses as required by the Federal Rules of Civil Procedure (see attached emails from Jerry Harper).

Instead of providing us with supplemental discovery responses, under oath, your client G. Galicot, has been sending emails directly to Bill Pope with allegations regarding "stickering" in Italy. NCIC has conducted a thorough investigation of this matter and has submitted a response to you to the effect that neither NCIC nor its agents are participating in the "stickering" of BBG's phones (see attached letter from Bill Pope).

For, the third and final time, please supplement your clients' responses to discovery requests, with, *inter alia*, the name and address of any witnesses with relevant information and the name and address of the person(s) who took the pictures of the phones that your client sent to Bill Pope.

T. Wojciechowski
July 22, 2004
Page 2

Sincerely,

A handwritten signature in black ink, appearing to read "Sharon O. Small".

SHARON O. SMALL

SOS/tlh
#170086

Exhibit

K

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COMPANY AS IMPORTANT AS IT IS BBG.

Q. WHO AUTHORIZED HIM TO APPROACH TELECOM ITALIA ON BEHALF OF BBG?

A. RAFAEL GALICOT.

Q. SO HE HAS KNOWN RAFAEL GALICOT SINCE AT LEAST JUNE OF 2000.

A. YES. I MET HIM. HE WAS EVEN IN ITALY DURING THIS TIME.

Q. OKAY. WAS BBG ENGAGED IN TELECOMMUNICATIONS BUSINESS IN ITALY IN JUNE OF 2000?

A. NOT THAT I KNOW.

Q. DID MR. ALBINO NOT SEE ANY BBG STICKERS IN JUNE UNEDITED, UNPROOFREAD, UNCORRECTED, UNCERTIFIED ROUGH DRAFT

□

OF 2000?

A. NOT PERSONALLY, NO.

Q. IS MR. ALBINO UNAWARE OF BBG DOING BUSINESS IN ITALY BEFORE 2001?

A. I KNOW THAT THEY HAD STARTED, BY THIS TIME, SERVICE WITH HOTELS.

Q. OKAY. DOES MR. ALBINO KNOW OF ANY AUTHORIZATION THAT BBG HAD TO APPLY STICKERS TO ITALIAN TELECOM PHONE BOOTHS PRIOR TO JANUARY OF 2001?

A. I DON'T KNOW.

Q. STATED DIFFERENTLY --

THE INTERPRETER: OKAY.

Q. (BY MR. HARPER) -- PRIOR TO JANUARY 2001, DOES MR. ALBINO KNOW OF ANY LEGAL AUTHORIZATION FOR THE APPLICATION OF BBG STICKERS TO THE ITALIAN TELECOM PHONE BOOTHS?

A. I DON'T KNOW.

Q. DO ANY OTHER COMPANIES HAVE CONTRACTS WITH

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ITALIAN TELECOM FOR APPLICATION OF THEIR STICKERS TO PAY
PHONES?

A. IN THIS MOMENT?

Q. AT ANY TIME SINCE NOVEMBER OF 2000.

A. FROM NOVEMBER 2001 THE ONLY COMPANY THAT WAS
AUTHORIZED WAS TELECOM ITALIA -- SORRY, BBG COMMUNICATION.

Q. [REDACTED] DOES MR. ALBINO HAVE A COPY OF THE REPORT THAT HE
CLAIMS WAS GIVEN TO HIM BY TELECOM ITALIA ON ITS INVESTIGATION
OF IMPROPER STICKERING?

A. NO.

Q. WHERE IS IT?
UNEDITED, UNPROOFREAD, UNCORRECTED, UNCERTIFIED ROUGH DRAFT

0

MS. WOJCIECHOWSKI: HEARSAY.

THE WITNESS: OF ALL THE CALLS?

Q. (BY MR. HARPER) THE WITNESS TESTIFIED THAT A
REPORT WAS RETURNED TO HIM BY TELECOM ITALIA, AND SIX OR SEVEN
OF THE NUMBERS BELONGED TO NCIC.

A. YES, I HAVE RECEIVED THIS REPORT FROM TELECOM
ITALIA. BUT AT THIS MOMENT I DON'T HAVE IT WITH ME.

Q. WHERE IS IT?

MS. WOJCIECHOWSKI: CAN I GO TALK TO --

MR. HARPER: NO, NOT WHILE A QUESTION IS
PENDING.

MS. WOJCIECHOWSKI: I'D LIKE TO FIND
SOMETHING OUT MYSELF.

MR. HARPER: ME TOO.

Q. (BY MR. HARPER) WHERE IS THE REPORT?
THE INTERPRETER: INTERPRETER COMMENT. THE
LAST QUESTION WAS ...

Q. (BY MR. HARPER) WHERE IS THE REPORT?
Page 20

albinorough

A. IT SHOULD BE WITH BBG BECAUSE ALL MY DOCUMENTATION IS AT BBG.

MR. HARPER: COUNSEL, DO YOU HAVE THIS REPORT?

MS. WOJCIECHOWSKI: SOME PAPERS WERE DELIVERED TO ME, AND I DON'T KNOW YET WHERE THEY ARE SO --

Q. (BY MR. HARPER) EXCUSE ME. WHEN WERE THESE PAPERS DELIVERED TO BBG?

A. I DON'T REMEMBER PRECISELY, BUT I KNOW THAT THIS DOCUMENT BELONG ON THE FIRST OF 2002. UNEDITED, UNPROOFREAD, UNCORRECTED, UNCERTIFIED ROUGH DRAFT

□

Q. WHAT MONTH, SEASON OR YEAR WAS THIS DOCUMENT DELIVERED TO BBG?

A. I COULDN'T GIVE YOU A PRECISE ANSWER BECAUSE I DON'T REMEMBER THE DATE. NOW YOU ASK ME TO BE MORE PRECISE.

Q. NO. I'M ASKING HIM TO BE LESS PRECISE. IF HE CANNOT GIVE ME A DATE, GIVE ME A MONTH, A SEASON OR A YEAR WHEN THIS WAS DELIVERED.

A. WHAT I REMEMBER, IT WAS AT THE BEGINNING OF 2002 OR MAYBE 2001. I DON'T REMEMBER VERY WELL. IT COULD BE 2001 OR 2002.

Q. MR. ALBINO SAID SIX OR SEVEN NUMBERS BELONGED TO NCIC. TO WHOM DID THE OTHER NUMBERS BELONG?

A. YES. OTHER COMPANIES, BUT I DON'T REMEMBER WHICH ONE.

Q. HOW MANY COMPANIES?

A. I THINK TWO OR THREE SOCIETY MORE OR LESS.

Q. HOW ABOUT INDIVIDUALS, AGENTS?

A. MAYBE YOU WANT TO REPHRASE THE QUESTION.

Q. THANK YOU. IT WAS A BAD QUESTION.

Exhibit

L

Message

Delma Andrade

From: Gregorio Galicot [gregorio@bbgcomm.com]
Sent: Friday, May 30, 2003 4:26 PM
To: stomps@candw.ky
Cc: cynthiao@bbgcomm.com
Subject: Re: Side letter for use of NCIC Singapore

Michael....

That is correct. I was going to wait for the visit of Patrick... but do me a favor and send him the same letter with his name.

Thanks,

Gregorio

----- Original Message -----

From: Michael Stomps
To: 'Gregorio Galicot'
Cc: cynthiao@bbgcomm.com
Sent: Friday, May 30, 2003 5:48 PM
Subject: RE: Side letter for use of NCIC Singapore

Patrick is 50% shareholder, so he needs to sign as well, correct?

-----Original Message-----

From: Gregorio Galicot [mailto:gregorio@bbgcomm.com]
Sent: Friday, May 30, 2003 5:48 PM
To: Michael Stomps
Cc: cynthiao@bbgcomm.com
Subject: Side letter for use of NCIC Singapore

Michael,

Here is the letter so we can sign contracts when needed from NCIC Singapore. We will need the original contracts anyways. Send me to sign copies and I will get you one from Mr. Serrano.

Thanks,

Gregorio

-----Original Message-----

From: Jeremy Hayden [mailto:jhayden@sheppardmullin.com]
Sent: Thursday, May 29, 2003 4:58 PM
To: Brian Rhys
Cc: Jerry Gumpel
Subject: Stomps Side Letter

Brian:

REDACTED

Thanks,

Jeremy

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Exhibit

M

Ronald Perez

Sheppard Mullin		September 16, 2003
Jerry J. Gumpel		
Phone: [858] 720-8900	Fax: [858] 509-3691	Pages: 07
Re: Chile Airport Contracts		

Dear Jerry,

Per Cynthia's request I hereby attach documents with the old Chile Airport contract and the new Chile Airport contract that needs to be signed and sent back to them for the formality of the relationship.

As you can see, the new contract shows the name of BBG communications, but it still shows my address and my name as the person who signs it. I tried to change this, but they still sent it as is.

Please let me know how you want me to proceed with these documents.

Any question, please let me know.

Best regards,

Ronald Perez

Ronald Perez

19276 Serpentor Drive • Porter, Texas 77368
Tel: (281) 384-5024 • Fax: (281) 384-4094
E Mail: rperez@telconetcorp.com

BBG 07078
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Pg. 1 b6b7

Aer-010

CONTRATO DE ARRIENDO

En Santiago de Chile, PMS S.A.. Rut 77.022.910-3 representada en este acto por el Sr. Francisco Izcue E., con domicilio en El Rosal 5196, Huechuraba en la ciudad de Santiago y BBG Communications Rut 888.888.888-E representada en este acto por Ronald Pérez, domiciliado en 9276 Serpenteer Drive, Porter Texas 77365 han convenido un *Contrato de Arriendo* de acuerdo con las siguientes cláusulas:

PRIMERA

PMS S.A. arrienda sus elementos publicitarios, ubicados en AEROPUERTO INTERNACIONAL DE SANTIAGO COMODORO ARTURO MERINO BENÍTEZ, a BBG Communications de acuerdo a las ubicaciones que se detallan en la cláusula *TERCERA* del presente contrato de arriendo.

SEGUNDA

BBG Communications proveerá a PMS S.A. el material gráfico en un plazo no superior al 01 de Marzo de 2003.

TERCERA

BBG Communications pagará a PMS S.A.. la suma de US\$1,100+18% IVA mensual (no incluye comisión de agencia) por el resto del periodo pactado en la cláusula *SEPTIMA* y 30 días de recepción de la factura. Este valor corresponde al siguiente detalle:

Tipo	Ubicación	Dimensiones	Nivel	Foto	Valor Neto	Valor con IVA
4 soportes	Connecting Passenger	0,20x0,30	2	7	US 200	US 236
4 soportes	International departures	0,20x0,30	3	1	US 200	US 236
3 soportes	International departures	0,20x0,30	3	2	US 150	US 177
3 soportes	International departures	0,20x0,30	3	3	US 150	US 177
4 soportes	International departures	0,20x0,30	3	4	US 200	US 236
2 soportes	International departures	0,20x0,30	3	5	US 100	US 118
2 soportes	International departures	0,20x0,30	3	6	US 100	US 118
					US 1,100	US 1,298

El arriendo mensual se facturará en moneda nacional (peso chileno) según el cálculo correspondiente al cambio de moneda USD(US dollar) publicado en el mes de emisión de cada factura, a contar del día de inicio de la exhibición de la campaña.

El pago de el arriendo mensual debe ser realizado los primeros días de cada mes de exhibición, previa confirmación fotográfica de PMS S.A al inicio de el contrato, de la implementación e instalación de el circuito publicitario contratado

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A+

Av. El Rosal 5196 • Huechuraba • Santiago • Chile
Teléfono 754 70 00 • Fax 754 70 01

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CUARTA

La mantención e iluminación serán de cargo de PMS S.A.

QUINTA

PMS S.A., se reserva el derecho de caducar todo o parte de este *Contrato de Arriendo* si la persona y/o autoridad competente, exigiera el retiro o traslado de la publicidad, sin derecho de la otra parte a reclamar pago o indemnización alguna por este motivo. Asimismo, PMS S.A. tendrá el mismo derecho antes señalado en caso de extinción, por cualquier causa, de su derecho a explotar publicidad en el recinto del Aeropuerto. En ese caso, se presentarán otras alternativas de nuevas ubicaciones para trasladar los elementos que reemplacen a las contratadas originalmente, a satisfacción de ambas partes. Si ambas partes no acuerdan en dichos traslados BBG Communications podrá dar por terminado el contrato pagando sólo hasta el día en que se haga efectivo el retiro.

SEXTA

El no pago o mora de una o más mensualidades correspondientes al arriendo de elementos dará derecho a PMS S.A., a caducar de inmediato todo o parte de este *Contrato de Arriendo*, además de facturar y cobrar el saldo faltante para cumplir con el periodo de arriendo pactado en la cláusula *SEPTIMA* de este Contrato. BBG Communications se reserva el derecho de caducar todo o parte de este contrato de arriendo si PMS S.A. incumple cualquiera de sus obligaciones bajo este contrato de arriendo. En caso de tal cancelación, PMS S.A. remitirá a BBG Communications los montos pagados bajo la cláusula tercera por cualquier periodo en que los soportes no fueron exhibidos o su exhibición no estuvo de acuerdo a lo establecido en este contrato de arriendo debido al incumplimiento.

SEPTIMA

Este *Contrato de Arriendo* se extenderá por un periodo de 12 meses contados desde el 01 de Marzo de 2003 hasta el 29 de Abril de 2004, plazo que se prorrogará por otros iguales y sucesivos si ninguna de las partes manifiesta lo contrario por escrito con 30 de anticipación a la fecha de término, mediante carta certificada. No obstante, lo anterior PMS S.A. podrá poner término anticipado al presente contrato, sin expresión de causa y en cualquier momento, dando a BBG Communications previo aviso por escrito con 15 días de anticipación a la fecha de término anticipado.

OCTAVA

Este *Contrato de Arriendo* y sus copias serán válidos al firmarse dentro de los 5 días hábiles siguientes a la fecha de su emisión, quedando cada parte con su correspondiente copia firmada.

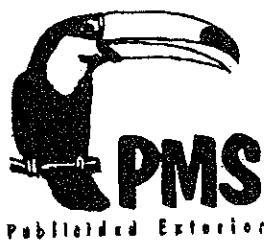
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Av. El Rosal 5196 • Huechuraba • Santiago • Chile
Teléfono 754 70 00 • Fax 754 70 01

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BBG Pg.3



Aer-010

NOVENA

Cualquier dificultad que se produzca acerca de la validez, nulidad, interpretación, aplicación, ejecución, cumplimiento o resolución del presente contrato o con cualquiera otra materia que con él se relacionen, será resuelta breve y sumariamente, sin forma de juicio, por un árbitro arbitrador en contra de cuyas resoluciones no procederá recurso alguno, renunciando las partes a todos ellos incluso al de queja.

Las partes designan árbitro arbitrador a don Miguel Retamal y en caso de ausencia o impedimento de éste, a don Cristián Zúñiga. En caso de ausencia o impedimento de este último, el árbitro arbitrador será designado por la Justicia Ordinaria, debiendo recaer el nombramiento en algún abogado que se haya desempeñado o se desempeñe por más de dos años en el cargo de Abogado Integrante de la Corte de Apelaciones de Santiago o de la Corte Suprema.

Francisco Izquierdo E. Rut 77.022.910-3	Ronald Pérez A Rut 555.555.555-5
PMS S.A.	BBG Communications

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Teléfono 754 70 00 • Fax 754 70 01

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Page

NCIC



Act-010

CONTRATO DE ARRIENDO

En Santiago de Chile, PMS S.A., Rut 77.022.910-3 representada en este acto por el Sr. Francisco Izcue E., con domicilio en El Rosal 5196, Huechuraba en la ciudad de Santiago y NCIC Rut 555.555.555-5 representada en este acto por Ronald Perez, domiciliado en 19276 Serpentree Drive, Porter Texas 77365vhan convenido un *Contrato de Arriendo* de acuerdo con las siguientes cláusulas:

PRIMERA

PMS S.A. arrienda sus elementos publicitarios ubicados en AEROPUERTO INTERNACIONAL DE SANTIAGO COMODORO ARTURO MERINO BENÍTEZ a NCIC las ubicaciones que se detallan en la cláusula *TERCERA* del presente contrato de arriendo.

SEGUNDA

NCIC proveerá a PMS S.A., el material gráfico en un plazo no superior al 01 de Marzo de 2003.

TERCERA

NCIC pagará a PMS S.A., la suma de US\$1,100+18% tax IVA mensual (no incluye comisión de agencia) por el resto del período pactado en la cláusula *SEPTIMA* y 30 días de recepcionada la factura. Este valor corresponde al siguiente detalle:

Tipo	Ubicación	Dimensiones	Nivel	Foto	Valor Neto	Valor con IVA
4 soportes	Connecting Passenger	0,20x0,30	2	7	US 200	US 236
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2 soportes	International departures	0,20x0,30	3	5	US 100	US 118
2 soportes	International departures	0,20x0,30	3	6	US 100	US 118
					US 1,100	US 1,298

El arriendo mensual del letrero se facturará en moneda nacional (peso chileno) según el cálculo correspondiente al cambio de moneda USD(US dollar) publicado en el mes de emisión de cada factura, a contar del día de inicio de la exhibición de la campaña.

El pago de el arriendo mensual debe ser realizado los primeros días de cada mes de exhibición, previa confirmación fotográfica de PMS S.A al inicio de el contrato, de la implementación e instalación de el circuito publicitario contratado

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Page 2 NCIC

Aer-010

CUARTA

La mantención e iluminación serán de cargo de PMS S.A.

QUINTA

PMS S.A.. se reserva el derecho de caducar todo o parte de este *Contrato de Arriendo* si la persona y/o autoridad competente, exigiera el retiro o tránsito de la publicidad, sin derecho de la otra parte a reclamar pago o indemnización alguna por este motivo. Asimismo, PMS S.A tendrá el mismo derecho antes señalado en caso de extinción, por cualquier causa, de su derecho a explotar publicidad en el recinto del Aeropuerto. En ese caso, se presentarán otras alternativas de nuevas ubicaciones para trasladar los elementos que reemplacen a las contratadas originalmente, a satisfacción de ambas partes. Si ambas partes no acuerdan en dichos traslados NCIC podrá dar por terminado el contrato pagando sólo hasta el día en que se haga efectivo el retiro.

SEXTA

El no pago o mora de una o más mensualidades correspondientes al arriendo de elementos dará derecho a PMS S.A.. a caducar de inmediato todo o parte de este *Contrato de Arriendo*, además de facturar y cobrar el saldo faltante para cumplir con el periodo de arriendo pactado en la cláusula *SEPTIMA* de este Contrato. NCIC se reserva el derecho de caducar todo o parte de este contrato de arriendo si PMS S.A.. incumple cualquiera de sus obligaciones bajo este contrato de arriendo. En caso de tal cancelación, PMS S.A.. remitirá a NCIC los montos pagados bajo la cláusula tercera por cualquier periodo en que los soportes no fueron exhibidos o su exhibición no estuvo de acuerdo a lo establecido en este contrato de arriendo debido al incumplimiento.

SEPTIMA

Este *Contrato de Arriendo* se extenderá por un periodo de 12 meses contados desde el 01 de Marzo de 2003 hasta el 29 de Abril de 2004, plazo que se prorrogará por otros iguales y sucesivos si ninguna de las partes manifiesta lo contrario por escrito con 30 días de anticipación a la fecha de término, mediante carta certificada. No obstante lo anterior, PMS S.A.. podrá poner término anticipado al presente contrato, sin expresión de causa y en cualquier momento, dando a NCIC previo aviso por escrito con 15 días de anticipación a la fecha de término anticipado.

OCTAVA

Este *Contrato de Arriendo* y sus copias serán válidos al firmarse dentro de los 5 días hábiles siguientes a la fecha de su emisión, quedando cada parte con su correspondiente copia firmada.

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Page 3 NCIC

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NOVENA

Cualquier dificultad que se produzca acerca de la validez, nulidad, interpretación, aplicación, ejecución, cumplimiento o resolución del presente contrato o con cualquiera otra materia que con él se relacionen, será resuelta breve y sumariamente, sin forma de juicio, por un árbitro arbitrador en contra de cuyas resoluciones no procederá recurso alguno, renunciando las partes a todos ellos incluso al de queja.

Las partes designan árbitro arbitrador a don Miguel Retamal y en caso de ausencia o impedimento de éste, a don Cristián Zúñiga. En caso de ausencia o impedimento de este último, el árbitro arbitrador será designado por la Justicia Ordinaria, debiendo recaer el nombramiento en algún abogado que se haya desempeñado o se desempeñe por más de dos años en el cargo de Abogado Integrante de la Corte de Apelaciones de Santiago o de la Corte Suprema.

Francisco Zúñiga E.	Ronald Pérez
Rut 77.022.910-3	Rut 555.461.555-5
PMS S.A.	NCIC

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me

Exhibit

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1 would like to consult with my counsel for a couple of
2 moments, please. Break, please.

3 THE VIDEOGRAPHER: We're off the record
4 at 3:33 p.m.

5 (Break.)

6 THE VIDEOGRAPHER: We're on the record
7 at 3:47 p.m.

8 MR. HARPER: Okay. Counsel, I just
9 wanted to express my concern after looking at Pope 25,
10 and this is at least the second document in this
11 category of documents that appear to have their
12 inception among the defendants and express our very
13 strong concern about how these documents would have
14 come into the hands of Plaintiffs. We don't
15 necessarily need to know the answer right now, but we
16 would like for BBG to know that our representatives
17 are often the subject of contracts that have
18 confidentiality provisions in them and they are quite
19 often and in fact in the ordinary course of business
20 are recipients of information which are provided to
21 them in trust. And we would hope that documents like
22 this are not obtained in violation of the obligations
23 of our representatives and former representatives.

24 MS. WOJCIECHOWSKI: I understand,
25 counsel. But two points, one is I don't believe the

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1 judge is going to take too kindly to any claim of
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2 confidentiality when your client is discussing the
3 internal business and forwarding E-mails which should
4 have been directed to my client. And secondly.

5 MR. HARPER: You're assuming.

6 MS. WOJCIECHOWSKI: We will agree that
7 these documents are used only for the sole purpose of
8 this litigation and are not to be disseminated to
9 third parties.

10 MR. HARPER: Well, you can expect
11 counter claims, counsel, and they will deal with the
12 very subjects that I'm raising. And we'll see how the
13 judge and the jury react to those counter claims and
14 the clients. And I reiterate my concern about the
15 means at which these documents came into your
16 possession and I would ask that you not treat those
17 concerns too cavalierly, because the reason I raise
18 them is I expect them to be an issue in this
19 litigation.

20 MS. WOJCIECHOWSKI: Understood.

21 Q (By Ms. Wojciechowski) Next Exhibit Number
22 26, an E-mail dated April 1, 2003, Jeff Walters to
23 Michael Stomps. And if you'll look at the initial
24 E-mail again in the same chronology that we've been
25 looking at these before. Can you tell me what this

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1 originally concerned, if you know.
2 A It looks like BBG was having problems with
3 cable wireless in Jamaica. And then I know that
4 Michael Stomps has in the past quite often or on

Wunny Bramblett

From: Bill Pope [billp@ncic.com]
sent: Saturday, March 29, 2003 1:51 PM
To: Jeffrey Walters; Jay Walters; Michel Alexiev
Cc: T.Hoogstraaten; Michael Stomps
Subject: RE: Call BT

The guy won't return Michel's calls....I think I was just lucky...I tried calling him about 5 days during a 3 hour period and finally caught him about to go into another meeting. I really believe that this guy is busy...they are probably cutting budgets big-time on the-payphone division...this guy probably runs the phones and collect the coins too!! He said bbg offered an advance and was the only one that had done that...I think we can get fairycall kicked out and maybe have to share the market with bbg. I'll see what we can offer to get an exclusive. If nothing else, we can start a bidding war and just cost bbg a bunch more money.

We don't have contact with C&W Jamaica yet, so how can we use them as a reference? Maybe C&W is pissed because they caught bbg using Digicel and bypassing their network!!!!!!!!!!!!

-----Original Message-----

From: Jeffrey Walters [mailto:jeffrey@3comcr.com]
Sent: Saturday, March 29, 2003 10:08 AM
To: Bill Pope; Jay Walters; Michel Alexiev
Cc: T.Hoogstraaten
Subject: Re: Call BT

Michel, have you followed up with the pay phone division BT here lately? How much up-front commissions has BBG offered. BBG has been offering all these up-front commissions but the can not even their phone bills or C&W Jamaica... Bill should we use C&W Jamaica as a bad reference with BBG...

----- Original Message -----

From: "Bill Pope" <billp@ncic.com>
To: <jeffrey@3comcr.com>; "Jay Walters" <jay@ncic.com>; "Michel Alexiev" <MichelAlexiev@ncic.com>
Sent: Friday, March 28, 2003 4:51 PM
Subject: RE: Call BT

Michel and Jeff,

This morning I spoke with Andrew, the BT payphone director. It seems like we might have our foot back into the door now. He says he's going to bring in another person to manage this project and that they are considering allowing us to be a third bidder for this service. He said that they might narrow down to only 1 provider if there is "incentive", but otherwise will go with 2 providers. I suggested that bbg had probably offered some type of advance in order to get an exclusive and he said "yes"....so I suggested we would be interested in a third month advance for an opportunity to get an exclusive agreement too.

He said he would definitely call me on Monday or Tuesday to discuss and we'll go from there.

Bill

